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CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS

PROJECT MANUAL:
SUPPLY AND DELIVER READY-MIX CONCRETE
TO VARIOUS LOCATIONS AS REQUIRED
INVITATION FOR BID #10-36

JANUARY 2010
Setti D. Warren, Mayor



WTON, MASSACHUSETTS

HASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

February 9, 2010

ADDENDUM #1

INVITATION FOR BID #10-36

READY MIX CONCRETE

THIS ADDENDUM IS TO: **Provide a REVISED set of Item Sheets with corrected prices for Fuel & Portland Cement.**

PLEASE be sure to submit your prices on the REVISED LINE ITEM SHEETS.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.

Re Cappoli
Chief Procurement Officer

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shall stand as the bidder's total bid price.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions, monetary issues stemming from cost adjustments, and/or a change in the scheduling of work may necessitate.

NOTICE: In accordance with MGL Chapter 303 of the Acts of 2008 this bid contains price adjustments for (1) Fuel (combination of Gasoline & Diesel) and (2) Portland Cement. It is the bidder's responsibility to familiarize themselves with these price adjustment programs prior to entering a bid.

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<p>ITEM: 0.303FC - FUEL COSTS*</p> <p>* Bidder's may elect NOT to bid the cost of fuel(s) separately, but to do so they must insert the term N/A (i.e. Not Applicable) in all (4) <u>entry lines</u> of this Item 0.303FC. This is a mandatory requirement to verify the Contractor has waived his option to bid the cost of fuel(s) separately and has instead elected to factor their delivery & discharge fuel costs into each one of the separate bid price(s) of Items 1,2,3,4,5,6,7,8,9 & 10.</p> <p>• Contractor's bidding this line item must NOT include the cost of fuel in Line Items 1,2,3,4,5,6,7,8,9 & 10.</p> <p>0.303FC = total combined number of gallons of Fuel (Diesel & Gasoline) to deliver & discharge <u>One Load</u> of Cement Concrete (one load = round trip):</p> <p>(IN WORDS) _____ Gallons Per Load</p> <p>(IN FIGURES) _____ Gallons Per Load</p> <p>(_____ Gallons per Load) x (\$ <u>2.491</u> /GALLON) x Base Price Per Mass Highway</p> <p>For a bid to be considered responsive the Contractor MUST supply the following information:</p> <p>Address of Batching Plant: _____</p> <p>_____</p> <p>The One Way shortest distance listed by Mapquest (www.mapquest.com) from the batching plant to Newton City Hall, 1000 Commonwealth Ave., Newton Centre, MA 02459 _____ Miles</p> <p><i>The City of Newton reserves the right to verify this information before and after awarding the bid.</i></p>	300	Loads	<p>The averaged Base Price (BPF) shown here is for the Comparison of Bids Only. (See Spec. Prov.)</p> <p>\$ _____</p>



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ESTIMATED
QUANTITIES UNIT TOTAL COST

ITEM: 0.303PC- DIFFERENTIAL FOR PORTLAND CEMENT

(Informational Note: One (1) Cubic Yard of 4,000 psi ¾ aggregate
transit-Mix Concrete contains Three-tenths (.3) Ton of Portland
Cement)

The **Base Price** for Portland Cement is:

\$ 87.00 PER TON OF PORTLAND CEMENT
Base Price
Per Mass Highway

The Base Price
(BPPC) shown
here shall be used
to determine the
monthly price
differential
(See Spec. Prov.)

\$ N/A

N/A

N/A

ITEM: 1 - FOR THE SUPPLY & DELIVERY OF 1 C.Y.
OF CEMENT CONCRETE WITH LAMP BLACK

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

THE SUM OF:

D O L L A R S

AND _____ CENTS

(\$ _____) PER 1 C.Y.

DELIVERY

5

Delivery'
s

\$ _____

ITEM: 2 - FOR THE SUPPLY & DELIVERY OF 2 C.Y.
OF CEMENT CONCRETE WITH LAMP BLACK

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

(\$ _____) PER 2 C.Y.

DELIVERY

5

Delivery'
s

\$ _____

ITEM: 3 - FOR THE SUPPLY & DELIVERY OF 3 C.Y.
OF CEMENT CONCRETE WITH LAMP BLACK

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

20

\$ _____



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R	3 C.Y. DELIVERY		Delivery's	
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ESTIMATED
QUANTITIES UNIT TOTAL COST

ITEM: 4 - FOR THE SUPPLY & DELIVERY OF 4 C.Y.
OF CEMENT CONCRETE WITH LAMP BLACK

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

(\$ _____) PER 4 C.Y.

DELIVERY

10

Delivery'
s

\$ _____

ITEM: 5 - FOR THE SUPPLY & DELIVERY OF 5 C.Y.
OF CEMENT CONCRETE WITH LAMP BLACK

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

(\$ _____) PER 5 C.Y.

DELIVERY

10

Delivery'
s

\$ _____

ITEM: 6 - FOR THE SUPPLY & DELIVERY OF 6 C.Y.
OF CEMENT CONCRETE WITH LAMP BLACK

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

(\$ _____) PER 6 C.Y.

DELIVERY

10

Delivery'
s

\$ _____

ITEM: 7 - FOR THE SUPPLY & DELIVERY OF 7 C.Y.
OF CEMENT CONCRETE WITH LAMP BLACK

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

(\$ _____) PER 7 C.Y. DELIVERY



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	10	Delivery's	\$ _____
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REVISED 2/9/10

PAGE 4

ITEM DESCRIPTION & UNIT COST	QUANTITIES	ESTIMATED UNIT	TOTAL COST
<p>ITEM: 8 - FOR THE SUPPLY & DELIVERY OF 8 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK</p> <p>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER 8 C.Y. DELIVERY</p>	10	Delivery's	\$ _____
<p>ITEM: 9 - FOR THE SUPPLY & DELIVERY OF 9 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK</p> <p>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER 9 C.Y. DELIVERY</p>	10	Delivery's	\$ _____
<p>ITEM: 10 - FOR THE SUPPLY & DELIVERY OF 10 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK</p> <p>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER 10 C.Y. DELIVERY</p>	150	Delivery's	\$ _____
<p>ITEM: 11 - ADDED CHARGE PER C.Y. FOR 1" FIBER REINFORCEMENT</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS</p>			



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R	'CUBIC	75	'C.Y.'	\$_____
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ESTIMATED
QUANTITIES UNIT TOTAL COST

ITEM: 12 - ADDED CHARGE PER C.Y. FOR HEAT TREATMENT
(COLD WEATHER PRE-TREATMENT)

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

(\$ _____) PER

‘CUBIC YARD’

300

‘C.Y.’

\$ _____

ITEM: 13 – ADDED CHARGE PER C.Y. FOR COLORING AGENT
(SCOFIELD CHROMIX ‘NAVAJO RED’ @ 5 SACKS/C.Y.)

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

(\$ _____) PER

‘CUBIC YARD’

‘CUBIC

20

‘C.Y.’

\$ _____

ITEM: 14 - ADDED CHARGE FOR A SATURDAY DELIVERY

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

(\$ _____) PER

DELIVERY

SATURDAY

15

Delivery’
s

\$ _____

ITEM: 15 –CITY AGENT’S DISCRETIONARY FUND
FOR MIX ADJUSTMENT(S)

THE SUM OF:

THREE THOUSAND _____ DOLLARS

AND NO _____ CENTS

(\$ 3,000.00 _____) PER

ALLOWANCE

1

ALL.

\$3,000

TOTAL COST: \$ _____

Total shall be placed in paragraph “C” of the

Bid Form

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #10-36**

The City of Newton invites sealed bids from Contractors to:

**SUPPLY AND DELIVER READY- MIX CONCRETE
TO VARIOUS LOCATIONS AS REQUIRED**

Bids will be received until: **11:00 a.m., February 11, 2010**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at www.ci.newton.ma.us/bids or pick up at the Purchasing Department after **10:00 a.m., January 21, 2010**. There is no charge for contract documents.

Work under this contract requires a contractor to supply and deliver READY MIX concrete at various locations in accordance with Project Manual. A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

The City of Newton will award the contract to the lowest eligible and responsible bidder. **Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid.**

The term of this contract shall extend from **April 1, 2010 through March 31, 2011**. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total. Wages are paid to drivers for all "on-site" work.

All bids shall be submitted as one ORIGINAL and one COPY.

Some City of Newton bids are available on the City's web site, www.ci.newton.ma.us/bids or 1000 Commonwealth Avenue, Room 204, Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online.

The City of Newton's Purchasing Dept. will convert to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov, otherwise you may view all City of Newton public bids online at www.ci.newton.ma.us/bids.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON



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Re Cappoli
Chief Procurement Officer

January 21, 2010

CITY OF NEWTON DEPARTMENT OF PURCHASING INSTRUCTIONS TO BIDDERS

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be faxed or mailed First Class postage by the USPS, to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER #10-36**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

amount specified in the Invitation for Bids. They shall be made payable to the form of cash, certified check, treasurer's or cashier's check issued by a bond issued by a surety licensed to do business in the Commonwealth of Massachusetts on the faithful performance by the principal of the agreements contained in

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- * GENERAL BID FOR:
- * NAME OF PROJECT AND INVITATION NUMBER
- * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.

- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

- 4.8 Bids shall be submitted with one original and one copy. Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.

1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

4.9 PRICE ADJUSTMENT CLAUSES CHAPTER 90 FUNDS

It is the intention of the City to include price adjustments in the award of this Contract. These price adjustments shall be for 1) Fuel 2) Liquid Asphalt and/or for 3) Portland Cement when such commodities have been determined to be integral components of the work.

For those commodities designated to be paid as a differential items then the special provision shall provide for a price adjustment formula for the affected items. This adjustment shall be based on the difference between the **Base Price** and the **Period Price** which shall be evaluated on a **monthly** basis, but price adjustments shall only be made if the monthly cost change exceeds +/- **5 per cent**. Subsequently each respective price adjustment shall be made as specified under each applicable and separate payment item.

IMPORTANT NOTE: Depending on the prevailing market trends at the time of payment these price adjustments may provide for additional compensation to the Contractor, or they may otherwise result in a repayment to the City. The increase or a decrease in the value of the commodity, during the applicable payment period in which the goods and/or services were rendered, shall be the determinant factor.

The City will refer to the Massachusetts Highway Department price adjustment tables as included in this bid package to establish the base price and will be used for the actual period price.

Price Adjustment Clauses to apply as follows:

- **Diesel and Gasoline** – The Base Price, and the Period Price of fuel, shall be the derived average cost of Diesel Fuel and Gasoline Fuel combined for each applicable payment period. Fuel adjustments shall apply to all work in the contract. The Contractor, at their own election, may either choose to bid their fuel costs separately, or he may otherwise elect to incorporate their fuel costs into separate payment items. In any event the Contractor's final bid prices shall include the fuel costs for all goods & services rendered under this contract.



ll apply only to the actual virgin Liquid Asphalt content contained in the concrete mixture.

pply only to the actual Portland Cement content contained in the applicable Cement Concrete mixture.

No price adjustment will be allowed beyond the completion date of the contract unless there is an approved extension of time by the City.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.5 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES



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tax imposed upon the sale or rental of tangible personal property in this
ing materials, supplies, services and equipment required to complete the work.

assachusetts Sales Tax, and the Bidder shall not include any sales tax on its
6-001-404.

END OF SECTION



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CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #10-36

A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SUPPLY AND DELIVER READY- MIX CONCRETE
TO VARIOUS LOCATIONS AS REQUIRED

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,
- C. The Contractor/Vendor shall insert prices for each item in ink, in both words and figures.

Total contract price is \$_____

_____Dollars and _____Cents
(Contract price that shall equal the Total of the attached Item Sheets)

COMPANY NAME: _____

- D. The undersigned has completed and submits herewith the following documents:
- ☐ Bidder's Qualification Form and References, 2 pages
 - ☐ Item Sheets, 5 pages
 - ☐ A five percent (5%) bid deposit.
- E. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid **and furnish a labor and materials payment bond** of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the **sum not less than 50% of the contract price**, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully



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and health approved by the United States Occupational Safety and Health 10 hours in duration at the time the employee begins work and who shall etion of said course with the first certified payroll report for each employee; ed in the work subject to this bid have successfully completed a course in by the United States OSHA that is at least 10 hours in duration. The ee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone) / (FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION



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CITY OF NEWTON

IFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____



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_____ NO

TELEPHONE #: (____)_____

PROJECT?: _____

(tc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____)_____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____)_____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____)_____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION



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CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CONTRACTOR AGREEMENT

CONTRACT NO. C -

THIS AGREEMENT made this ___ day of _____ in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid the following item or items:

SUPPLY AND DELIVER READY-MIX CONCRETE TO VARIOUS LOCATIONS AS REQUIRED

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #10-36 issued by the Purchasing Department;
- c. The Project Manual for Supply and Deliver READY Mix Concrete including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; Price Adjustments; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s)_____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.



Applicable federal, state and local laws and regulations are incorporated herein to comply with same.

This contract shall extend from **April 1, 2010 through March 31, 2011**. If the term of this contract extends beyond June 30 in any calendar year, the City shall terminate this contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

- VI. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage, which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

inspection of the equipment, materials and supplies covered by this contract, access to his works and furnish every facility for properly inspecting such shall furnish full information, whenever requested, relating thereto. shall not relieve the Contractor from his obligation to comply in all respects

- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping of Work Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
 - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

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By _____
Title _____

Date _____

Affix Corporate Seal Here

City funds in the amount of
\$245,000 are
available in account number
0140105-5530

I further certify that the Mayor
is authorized to execute contracts
and approve change orders

By _____
Comptroller of Accounts

Date _____

and this instrument to be executed under seal the day and year first above

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Public Works

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT & BONDS ARE APPROVED

By _____
Setti D. Warren, Mayor

Date _____

OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the
officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the
officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.



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ATTESTATION

I, _____, acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

- * The provision in the Attestation relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.
- *** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.



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NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2010 for the construction of _____ in Newton, Massachusetts. (Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____day of____2010.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____



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NEWTON, MASSACHUSETTS PURCHASING DEPARTMENT TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to



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approval shall be at the sole discretion of the City, shall be in writing to be final. The City may require tests of all materials so submitted to establish All directions, specifications and recommendations by manufacturers for operation of their equipment shall be complied with; responsibility for proper dor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. **INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.



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THESE TERMS AND CONDITIONS COULD RESULT IN THE
CANCELLATION OF YOUR CONTRACT.

WAGE RATE REQUIREMENTS

1. GENERAL

- A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B. Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



Prevailing Wage Rates

As required by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

TIMOTHY P. MURRAY
Commissioner

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-36

City/Town: NEWTON

Description of Work: Annual - Ready Mix Concrete Application Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
Construction						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44.330	06/01/2010	\$44.930	12/01/2010	\$45.530
	06/01/2011	\$46.280	12/01/2011	\$46.940	06/01/2012	\$47.590
	12/01/2012	\$48.620				
(3 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44.400	06/01/2010	\$45.000	12/01/2010	\$45.600
	06/01/2011	\$46.350	12/01/2011	\$47.010	06/01/2012	\$47.660
	12/01/2012	\$48.690				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44.520	06/01/2010	\$45.120	12/01/2010	\$45.720
	06/01/2011	\$46.470	12/01/2011	\$47.130	06/01/2012	\$47.780
	12/01/2012	\$48.810				
ADS/SUBMERSIBLE PILOT	08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760
AIR TRACK OPERATOR	12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
	06/01/2011	\$51.100	12/01/2011	\$52.350		
ASBESTOS REMOVER - PIPE/MECH. EQUIPT.	12/01/2009	\$40.250				
ASPHALT RAKER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		
ASPHALT/CONCRETE/CRUSHER PLANT-ONSITE	12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
BACKHOE/FRONT-END LOADER	12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
BARC O-TYPE JUMPING TAMPER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
	06/01/2011	\$51.100	12/01/2011	\$52.350		
BOILER MAKER	10/01/2008	\$54.800				
APPRENTICE: BOILERMAKER - Local 29						
Rate	Step	1	2	3	4	5
1.5	%	45.00	45.00	70.00	75.00	80.00
						85.00
						90.00
						95.00
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2009	\$67.120	02/01/2010	\$68.010	08/01/2010	\$69.910
	02/01/2011	\$70.900	08/01/2011	\$73.000	02/01/2012	\$73.990
APPRENTICE: BRICK/PLASTER/EMENT MASON - Local 3 Newton						
Rate	Step	1	2	3	4	5
1.5	%	50.00	60.00	70.00	80.00	90.00
BULLDOZER/GRADER/SCRAPER	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2009	\$48.250	06/01/2010	\$49.250	12/01/2010	\$50.500
	06/01/2011	\$51.500	12/01/2011	\$52.750		
CAISSON & UNDERPINNING LAB ORER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
	06/01/2011	\$50.350	12/01/2011	\$51.600		
CAISSON & UNDERPINNING TOP MAN	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
	06/01/2011	\$50.350	12/01/2011	\$51.600		
CARBIDE CORE DRILL OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/19/2010

Wage Request Number: 20100115-011

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COMMONWEALTH OF MASSACHUSETTS
LABOR AND WORKFORCE DEVELOPMENT
OFFICE OF OCCUPATIONAL SAFETY



Prevailing Wage Rates

THOMAS P. MURRAY
Commissioner

Massachusetts General Laws, Chapter 149, Sections 26 to 27H

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-36

City/Town: NEWTON

Description of Work: Annual - Ready Mix Concrete Application Works

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
CARPENTER											
		09/01/2009	\$53.630	03/01/2010	\$54.500	09/01/2010	\$55.380				
		03/01/2011	\$56.250	09/01/2011	\$57.380	03/01/2012	\$58.500				
APPRENTICE: CARPENTER - Zone 2 Eastern MA											
Rate	Step	1	2	3	4	5	6	7	8		
1.5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
CEMENT MASONRY/PLASTERING		08/01/2009	\$65.510	02/01/2010	\$66.200	08/01/2010	\$67.670				
		02/01/2011	\$68.440	08/01/2011	\$70.060	02/01/2012	\$70.830				
CHAINSAW OPERATOR		12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600				
		06/01/2011	\$50.600	12/01/2011	\$51.830						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES		12/01/2009	\$59.530	06/01/2010	\$60.780	12/01/2010	\$62.030				
COMPRESSOR OPERATOR		12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740				
DELEADER (BRIDGE)		01/01/2010	\$63.410								
DEMO: ADZEMAN		12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330				
		06/01/2011	\$50.330	12/01/2011	\$51.600						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR		12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.330				
		06/01/2011	\$51.330	12/01/2011	\$52.600						
DEMO: BURNERS		12/01/2009	\$47.830	06/01/2010	\$48.830	12/01/2010	\$50.100				
		06/01/2011	\$51.100	12/01/2011	\$52.330						
DEMO: CONCRETE CUTTER/SAWYER		12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.330				
		06/01/2011	\$51.330	12/01/2011	\$52.600						
DEMO: JACKHAMMER OPERATOR		12/01/2009	\$47.830	06/01/2010	\$48.830	12/01/2010	\$50.100				
		06/01/2011	\$51.100	12/01/2011	\$52.330						
DEMO: WRECKING LABORER		12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330				
		06/01/2011	\$50.330	12/01/2011	\$51.600						
DIRECTIONAL DRILL MACHINE OPERATOR		12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680				
DIVER		08/01/2009	\$75.090	08/01/2010	\$77.440	08/01/2011	\$80.190				
DIVER TENDER		08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320				
DIVER TENDER (EFFLUENT)		08/01/2009	\$78.810	08/01/2010	\$82.330	08/01/2011	\$86.460				
DIVERS LURRY (EFFLUENT)		08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760				
ELECTRICIAN		09/01/2009	\$64.800	03/01/2010	\$66.030	09/01/2010	\$67.270				
		03/01/2011	\$68.510								
APPRENTICE: ELECTRICIAN - Local 103											
Rate	Step	1	2	3	4	5	6	7	8	9	10
23 ***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
App Prior 1/1/03; 30.03/40.45/50.03/65.70/75.00											
ELEVATOR CONSTRUCTOR						01/01/2010	\$65.190	01/01/2011	\$66.690	01/01/2012	\$68.190

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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COMMONWEALTH OF MASSACHUSETTS
LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



Prevailing Wage Rates

Commissioner under the provisions of the

Massachusetts General Laws, Chapter 149, Sections 26 to 27H

THOMAS P. MURRAY
Commissioner

GEORGE NOEL
Director of Labor

LAURA M. MALLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-36

City/Town: NEWTON

Description of Work: Annual - Ready Mix Concrete Application Works

Job Location: Various Locations

Classification		Effective Dates and Total Rates							
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4									
Rate	Step	1	2	3	4	5			
1.1	%	50.00	55.00	60.00	65.00	70.00	80.00		
Step 1-2 am 4 mos; Step 3-5 am 1 year									
ELEVATOR CONSTRUCTOR HELPER						01/01/2010	\$51.330	01/01/2011	\$52.830
FENCE & GUARD RAIL ERECTOR						12/01/2009	\$47.330	06/01/2010	\$48.330
						06/01/2011	\$50.600	12/01/2011	\$51.830
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)						11/01/2009	\$55.830	05/01/2010	\$56.930
						05/01/2011	\$59.430	11/01/2010	\$58.190
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)						11/01/2009	\$40.870	05/01/2010	\$41.520
						05/01/2011	\$42.980	11/01/2010	\$42.230
FIELD ENG. - CHIEF OF PARTY (BLDG, SITE, HVY CONST)						11/01/2009	\$57.210	05/01/2010	\$58.320
						05/01/2011	\$60.820	11/01/2010	\$59.570
FIRE ALARM INSTALLER						09/01/2009	\$64.800	03/01/2010	\$66.030
						03/01/2011	\$68.510	09/01/2010	\$67.270
FIRE ALARM REPAIR / MAINTENANCE						09/01/2009	\$52.870	03/01/2010	\$53.790
						03/01/2011	\$55.660	09/01/2010	\$54.720
FIREMAN (ASST. ENGINEER)						12/01/2009	\$52.740	06/01/2010	\$53.810
FLAGGER & SIGNALER						12/01/2009	\$36.300	06/01/2010	\$37.300
						06/01/2011	\$38.300	12/01/2011	\$38.300
FLOORCOVERER						09/01/2009	\$59.130	03/01/2010	\$59.630
						03/01/2011	\$61.130	09/01/2011	\$62.380
APPRENTICE: FLOORCOVERER - Local 2148 Zone I									
Rate	Step	1	2	3	4	5	6	7	8
1.1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Step am 750 hrs.									
FORK LIFT/CHERRY PICKER						12/01/2009	\$58.530	06/01/2010	\$59.780
GENERATOR/LIGHTING PLANT/HEATERS						12/01/2009	\$47.890	06/01/2010	\$48.810
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)						01/01/2010	\$52.910	12/01/2010	\$49.740
APPRENTICE: GLAZIER - Local 33 Zone 2									
Rate	Step	1	2	3	4	5	6	7	8
1.1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Step am 750 hrs.									
HOISTING ENGINEER/Cranes/GRADALLS						12/01/2009	\$58.530	06/01/2010	\$59.780
								12/01/2010	\$61.030

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COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH



Prevailing Wage Rates

Commissioner under the provisions of the

Massachusetts General Laws, Chapter 149, Sections 26 to 27H

THOMAS P. MURRAY
Commissioner

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-36

City/Town: NEWTON

Description of Work: Annual - Ready Mix Concrete Application Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates									
APPRENTICE: HOIST/PORT. ENG. - Local 4										
Rate	Step	1	2	3	4	5	6	7	8	
1.4	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
HVAC (DUCTWORK)						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010 \$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012 \$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970	
HVAC (ELECTRICAL CONTROLS)						09/01/2009	\$64.800	03/01/2010	\$66.030	09/01/2010 \$67.270
						03/01/2011	\$68.510			
HVAC (TESTING AND BALANCING - AIR)						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010 \$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012 \$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970	
HVAC (TESTING AND BALANCING - WATER)						09/01/2009	\$67.480	03/01/2010	\$68.730	
HVAC MECHANIC						09/01/2009	\$67.480	03/01/2010	\$68.730	
HYDRAULIC DRILLS						12/01/2009	\$47.830	06/01/2010	\$48.830	12/01/2010 \$50.100
						06/01/2011	\$51.100	12/01/2011	\$52.330	
INSULATOR (PIPES & TANKS)						09/01/2009	\$59.260	09/01/2010	\$61.660	
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston										
Rate	Step	1	2	3	4					
1.4	%	50.00	60.00	70.00	80.00					
Step and 1 year										
IRONWORKER/WELDER						09/16/2009	\$59.560	03/16/2010	\$60.960	
APPRENTICE: IRONWORKER - Local 7										
Rate	Step	1	2	3	4	5	6			
	%	60.00	70.00	75.00	80.00	85.00	90.00			
Structural 1.4; Ornamental 1.4										
JACKHAMMER & PAVING BREAKER OPERATOR						12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010 \$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.830	
LABORER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010 \$49.330
						06/01/2011	\$50.330	12/01/2011	\$51.600	
APPRENTICE: LABORER - Local 1										
Rate	Step	1	2	3	4					
1.5	%	60.00	70.00	80.00	90.00					
LABORER: CARPENTER TENDER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010 \$49.330
						06/01/2011	\$50.330	12/01/2011	\$51.600	
LABORER: CEMENT FINISHER TENDER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010 \$49.330
						06/01/2011	\$50.330	12/01/2011	\$51.600	

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



Prevailing Wage Rates

Commissioner under the provisions of the

Massachusetts General Laws, Chapter 149, Sections 26 to 27H

THOMAS P. MURRAY
Commissioner

GEORGE MORL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-36

City/Town: NEWTON

Description of Work: Annual - Ready Mix Concrete Application Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
	06/01/2011	\$50.330	12/01/2011	\$51.600		
LABORER: MASON TENDER	12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.820		
LABORER: MULTI-TRADE TENDER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
	06/01/2011	\$50.330	12/01/2011	\$51.600		
LABORER: TREE REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
	06/01/2011	\$50.330	12/01/2011	\$51.600		
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR	12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.820		
MARBLE & TILE FINISHERS	08/01/2009	\$56.240	02/01/2010	\$56.930	08/01/2010	\$58.470
	02/01/2011	\$59.270	08/01/2011	\$60.930	02/01/2012	\$61.740
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile						
Rate Step	1	2	3	4	5	
13 %	50.00	60.00	70.00	80.00	90.00	
Step am \$800 hrs.						
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2009	\$67.160	02/01/2010	\$68.030	08/01/2010	\$69.930
	02/01/2011	\$70.940	08/01/2011	\$73.040	02/01/2012	\$74.030
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile						
Rate Step	1	2	3	4	5	
13 %	50.00	60.00	70.00	80.00	90.00	
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2009	\$28.300	07/01/2010	\$29.000	07/01/2011	\$29.700
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
MECHANICS MAINTENANCE	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
MILLWRIGHT (Zone 1)	03/01/2009	\$54.400				
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1						
Rate Step	1	2	3	4	5	6
13 %	50.00	55.00	60.00	65.00	70.00	75.00
MORTAR MIXER	12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.820		
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2009	\$41.730	06/01/2010	\$42.480	12/01/2010	\$43.220
OILER (TRUCK CRANES, GRADALLS)	12/01/2009	\$44.720	06/01/2010	\$45.520	12/01/2010	\$46.380
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
PAINTER (BRIDGES/TANKS)	01/01/2010	\$63.410				

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COMMONWEALTH OF MASSACHUSETTS
OFFICE OF FAIR LABOR AND WORKFORCE DEVELOPMENT
OFFICE OF OCCUPATIONAL SAFETY



Overseer
TIMOTHY P. MURRAY
Overseer, Newton

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

GEORGE NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-36

City/Town: NEWTON

Description of Work: Annual - Ready Mix Concrete Application Works

Job Location: Various Locations

Classification		Effective Dates and Total Rates							
APPRENTICE: PAINTER - Local 35 Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Step rate 750 hrs.									
PAINTER (SPRAY ORS AND BLAST, NEW) *						01/01/2010	\$54.310		
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.									
APPRENTICE: PAINTER - Local 35 Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Step rate 750 hrs.									
PAINTER (SPRAY ORS AND BLAST, REPAINT)						01/01/2010	\$52.370		
APPRENTICE: PAINTER - Local 35 Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Step rate 750 hrs.									
PAINTER (TRAFFIC MARKINGS)						12/01/2009	\$47.100	06/01/2010	\$48.100
						06/01/2011	\$50.330	12/01/2011	\$51.600
								12/01/2010	\$49.330
PAINTER / TAPER (BRUSH, NEW) *						01/01/2010	\$52.910		
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.									
APPRENTICE: PAINTER - Local 35 Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Step rate 750 hrs.									
PAINTER / TAPER (BRUSH, REPAINT)						01/01/2010	\$50.970		
APPRENTICE: PAINTER - Local 35 Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Step rate 750 hrs.									
PANEL & PICKUP TRUCKS DRIVER						12/01/2009	\$44.160	06/01/2010	\$44.760
						06/01/2011	\$46.110	12/01/2011	\$46.770
						12/01/2012	\$48.430		
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2009	\$60.220	08/01/2010	\$62.570
PILE DRIVER						08/01/2009	\$60.220	08/01/2010	\$62.570
								08/01/2011	\$65.320

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COMMONWEALTH OF MASSACHUSETTS
LABOR AND WORKFORCE DEVELOPMENT
OFFICE OF OCCUPATIONAL SAFETY



Prevailing Wage Rates

THOMAS H. MURRAY
Commissioner

Massachusetts General Laws, Chapter 149, Sections 26 to 27H

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-36

City/Town: NEWTON

Description of Work: Annual - Ready Mix Concrete Application Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates										
APPRENTICE: PILE DRIVER - Local 54 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	40.00	45.00	70.00	75.00	80.00	85.00	90.00	95.00		
PIPEFITTER & STEAMFITTER						09/01/2009	\$67.480	03/01/2010	\$68.730		
APPRENTICE: PIPEFITTER - Local 537											
Ratio	Step	1	2	3	4	5					
**	%	40.00	45.00	60.00	70.00	80.00					
**1:3; 3:15; 1:10 thereafter						Step 5 and 1 yr Refitting/AC Mechanic Steps & Hrs Same as above					
Refitting/AC Mechanic **1:1; 1:2; 2:4; 3:4; 4:8; 5:10; 6:12; 7:14; 8:17; 9:20; 10:23(Max)											
PIPELAYER						12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.830		
PLUMBERS & GAS FITTERS						09/01/2009	\$66.230	03/01/2010	\$67.500		
APPRENTICE: PLUMBER - Local 12											
Ratio	Step	1	2	3	4	5					
**	%	35.00	40.00	55.00	65.00	75.00					
**1:2; 2:4; 3:10; 4:14; 5:19						Step 5 and 1 year Step 4 w/ time=70; Step 5 w/ time=80					
PNEUMATIC CONTROLS (TEMP.)						09/01/2009	\$67.480	03/01/2010	\$68.730		
PNEUMATIC DRILL/TOOL OPERATOR						12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
							06/01/2011	\$50.600	12/01/2011	\$51.830	
POWDERMAN & BLASTER						12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.330
							06/01/2011	\$51.330	12/01/2011	\$52.600	
POWER SHOVEL/DERRICK/TRENCHING MACHINE						12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
PUMP OPERATOR (CONCRETE)						12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
PUMP OPERATOR (DEWATERING, OTHER)						12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740
READY-MIX CONCRETE DRIVER						05/01/2009	\$40.520	05/01/2010	\$41.080	05/01/2011	\$41.690
RECLAIMERS						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
RESIDENTIAL WOOD FRAME CARPENTER **						04/01/2009	\$35.620				
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.											
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.											
RIDE-ON MOTORIZED BUGGY OPERATOR						12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
							06/01/2011	\$50.600	12/01/2011	\$51.830	
ROLLER/SPREADER/MULCHING MACHINE						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
ROOFER (Inc Roofer Waterproofing & Roofer Damproofing)						02/01/2009	\$53.860				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/19/2010

Wage Request Number: 20100115-011

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COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH



Prevailing Wage Rates

Commissioner under the provisions of the

Massachusetts General Laws, Chapter 149, Sections 26 to 27H

THOMAS P. MURRAY
Commissioner

GEORGE MORL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-36

City/Town: NEWTON

Description of Work: Annual - Ready Mix Concrete Application Works

Job Location: Various Locations

Classification	Effective Dates and Total Rates										
APPRENTICE: ROOFER - Local 33											
Rate	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
**1:5, 2:4 - 10 thereafter 1:10 (or portion thereof)						Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.					
Roofing (Removal): Same Steps and Hours as Above **1:4; Thereafter 1:1											
SHEETMETAL WORKER						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010	\$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012	\$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970		
APPRENTICE: SHEETMETAL WORKER - Local 17-A											
Rate	Step	1	2	3	4	5	6	7			
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
Steps 1-3 are 1 year; Steps 4-7 are 6 mos.											
SIGNERECTOR						06/01/2009	\$37.780				
APPRENTICE: SIGNERECTOR - Local 35 Zone 2											
Rate	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Steps are 4 mos.											
SLATE/TILE/PRECAST CONCRETE ROOFER						02/01/2009	\$54.110				
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820
						06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880
						12/01/2012	\$48.910				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						12/01/2009	\$44.910	06/01/2010	\$45.510	12/01/2010	\$46.110
						06/01/2011	\$46.860	12/01/2011	\$47.520	06/01/2012	\$48.170
						12/01/2012	\$49.200				
SPRINKLER FITTER						09/16/2009	\$68.430	03/16/2010	\$69.700		
APPRENTICE: SPRINKLER FITTER - Local 350											
Rate	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
STEAM BOILER OPERATOR						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
TELECOMMUNICATION TECHNICIAN						09/01/2009	\$52.870	03/01/2010	\$53.790	09/01/2010	\$54.720
						03/01/2011	\$55.660				
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103											
Rate	Step	1	2	3	4	5	6	7	8		
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	80.00		
TERRAZZO FINISHERS						08/01/2009	\$66.060	02/01/2010	\$66.930	08/01/2010	\$68.830
						02/01/2011	\$69.840	08/01/2011	\$71.940	02/01/2012	\$72.930

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/19/2010

Wage Request Number: 20100115-011

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COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



Prevailing Wage Rates

Commissioner under the provisions of the

Massachusetts General Laws, Chapter 149, Sections 26 to 27H

THOMAS P. MURRAY
Commissioner

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-36

City/Town: NEWTON

Description of Work: Annual - Ready Mix Concrete Application Works

Job Location: Various Locations

Classification		Effective Dates and Total Rates					
APRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile							
Rate	Step	1	2	3	4	5	
13	%	50.00	60.00	70.00	80.00	90.00	
Step and 800 hrs.							
TEST BORING DRILLER					12/01/2009	\$48.500	06/01/2010 \$49.500 12/01/2010 \$50.750
					06/01/2011	\$51.750	12/01/2011 \$53.000
TEST BORING DRILLER HELPER					12/01/2009	\$47.220	06/01/2010 \$48.220 12/01/2010 \$49.470
					06/01/2011	\$50.470	12/01/2011 \$51.720
TEST BORING LABORER					12/01/2009	\$47.100	06/01/2010 \$48.100 12/01/2010 \$49.350
					06/01/2011	\$50.350	12/01/2011 \$51.600
TRACTORS/PORTABLE STEAM GENERATORS					12/01/2009	\$58.190	06/01/2010 \$59.430 12/01/2010 \$60.680
TRAILERS FOR EARTH MOVING EQUIPMENT					12/01/2009	\$45.200	06/01/2010 \$45.800 12/01/2010 \$46.400
					06/01/2011	\$47.150	12/01/2011 \$47.850 06/01/2012 \$48.460
					12/01/2012	\$49.490	
TUNNEL WORK - COMPRESSED AIR					12/01/2009	\$59.430	06/01/2010 \$60.680 12/01/2010 \$61.930
					06/01/2011	\$63.180	12/01/2011 \$64.430
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)					12/01/2009	\$61.430	06/01/2010 \$62.680 12/01/2010 \$63.930
					06/01/2011	\$65.180	12/01/2011 \$66.430
TUNNEL WORK - FREE AIR					12/01/2009	\$51.500	06/01/2010 \$52.750 12/01/2010 \$54.000
					06/01/2011	\$55.250	12/01/2011 \$56.500
TUNNEL WORK - FREE AIR (HAZ. WASTE)					12/01/2009	\$53.500	06/01/2010 \$54.750 12/01/2010 \$56.000
					06/01/2011	\$57.250	12/01/2011 \$58.500
VAC-HAUL					12/01/2009	\$44.620	06/01/2010 \$45.220 12/01/2010 \$45.820
					06/01/2011	\$46.570	12/01/2011 \$47.230 06/01/2012 \$47.880
					12/01/2012	\$48.910	
WAGON DRILL OPERATOR					12/01/2009	\$47.350	06/01/2010 \$48.350 12/01/2010 \$49.600
					06/01/2011	\$50.600	12/01/2011 \$51.850
WASTE WATER PUMP OPERATOR					12/01/2009	\$58.530	06/01/2010 \$59.780 12/01/2010 \$61.030
WATER METER INSTALLER					09/01/2009	\$66.250	03/01/2010 \$67.500

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/19/2010

Wage Request Number: 20100115-011

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THOMAS P. MURRAY
Commissioner

Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE MORL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-36

City/Town: NEWTON

Description of Work: Annual - Ready Mix Concrete Application Works

Job Location: Various Locations

Classification

Effective Dates and Total Rates

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- **** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/19/2010

Wage Request Number: 20100115-011

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NOTICE: TO AWARDING AUTHORITIES AND CONTRACTORS

ISSUED: SEPTEMBER 1, 2006

DRIVERS WHO HAUL BITUMINOUS CONCRETE (ASPHALT)

The Massachusetts Supreme Judicial Court recently affirmed that drivers who haul bituminous concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law only while on-site at the public construction project.

In Teamsters Joint Council No. 10 v. Department of Labor, et al., 447 Mass. 100 (2006), the SJC upheld a 2001 administrative decision limiting the applicability of prevailing wage rates to the time bituminous drivers spend at the public construction site. This most recent decision of the SJC followed a 1989 ruling that had upheld an earlier Department of Labor (and Industries') policy that had deemed this category of drivers to be "teamsters" under the Law and, therefore, entitled to prevailing wage rates. See Construction Industries of Massachusetts v. Commissioner of Labor and Industries, 406 Mass. 162 (1989). However, the earlier court case had left open the question of whether this entitled these bituminous drivers to prevailing wage rates for their over-the-road time as well as their on-site time. This most recent decision has now answered that question.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to bituminous drivers for all time spent at the public construction site.

DRIVERS WHO HAUL READY-MIX CONCRETE (CEMENT)

Drivers who haul ready-mix concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law while on-site at the public construction project. This applicability determination was established by a 2001 administrative decision of the Department of Labor's Division of Occupational Safety.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to ready-mix drivers for all time spent at the public construction site.

Please feel free to contact the Division of Occupational Safety at 617-626-6953 if you have any questions. Questions about enforcement of the Prevailing Wage Law may be directed to the Attorney General's Fair Labor and Business Practices Division at 617-727-3465



Massachusetts Prevailing Wage Law L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108



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PAYROLL RECORDS REPORT STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2010_____

I, _____,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

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WEEKLY PAYROLL REPORT FORM

Prime Contractor

Subcontractor

List Prime Contractor:

Employer Signature:

Print Name & Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

I. SUMMARY OF WORK

1.

The work under this contract consists of supplying, delivering and discharging approximately two-thousand five hundred (2,500) cubic yards of 4,000 psi ¾" aggregate transit-mixed cement concrete with lampblack.

These deliveries shall be made to various construction sites located throughout the City of Newton.

2. All other work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

B. In addition the work under the contract includes:

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.

B. The time for substantial completion pursuant to Article 2 of the Contract shall:

extend from **April 1, 2010 through March 31, 2011**. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in Article 7 of the General Conditions for each day of delay. If different completion dates are specified in the Contract for

amount of liquidated damages shall be assessed on those parts or stages of the Contractor's delay or nonperformance is excused under another section of the contract. The Contractor shall not be due the City. The Contractor remains liable for damages

III. INSURANCE REQUIREMENTS

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
 - 1. Workmen's Compensation Insurance as required by Massachusetts General Law.
 - 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
 - 3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
 - 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
 - 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

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shall stand as the bidder's total bid price.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions, monetary issues stemming from cost adjustments, and/or a change in the scheduling of work may necessitate.

NOTICE: In accordance with MGL Chapter 303 of the Acts of 2008 this bid contains price adjustments for (1) Fuel (combination of Gasoline & Diesel) and (2) Portland Cement. It is the bidder's responsibility to familiarize themselves with these price adjustment programs prior to entering a bid.

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<p>ITEM: 0.303FC - FUEL COSTS*</p> <p>* Bidder's may elect NOT to bid the cost of fuel(s) separately, but to do so they must insert the term N/A (i.e. Not Applicable) in all (4) <u>entry lines</u> of this Item 0.303FC. This is a mandatory requirement to verify the Contractor has waived his option to bid the cost of fuel(s) separately and has instead elected to factor their delivery & discharge fuel costs into each one of the separate bid price(s) of Items 1,2,3,4,5,6,7,8,9 & 10.</p> <p>• Contractor's bidding this line item must NOT include the cost of fuel in Line Items 1,2,3,4,5,6,7,8,9 & 10.</p> <p>0.303FC = total combined number of gallons of Fuel (Diesel & Gasoline) to deliver & discharge <u>One Load</u> of Cement Concrete (one load = round trip):</p> <p>(IN WORDS) _____ Gallons Per Load</p> <p>(IN FIGURES) _____ Gallons Per Load</p> <p>(_____ Gallons per Load) x (\$ <u>1.77</u> /GALLON) x Base Price Per Mass Highway</p> <p>For a bid to be considered responsive the Contractor MUST supply the following information:</p> <p>Address of Batching Plant: _____</p> <p>_____</p> <p>The One Way shortest distance listed by Mapquest (www.mapquest.com) from the batching plant to Newton City Hall, 1000 Commonwealth Ave., Newton Centre, MA 02459 _____ Miles</p> <p><i>The City of Newton reserves the right to verify this information before and after awarding the bid.</i></p>	300	Loads	<p>The averaged Base Price (BPF) shown here is for the Comparison of Bids Only. (See Spec. Prov.)</p> <p>\$ _____</p>



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ESTIMATED
QUANTITIES UNIT TOTAL COST

<p>ITEM: 0.303PC- DIFFERENTIAL FOR PORTLAND CEMENT</p> <p>(Informational Note: One (1) Cubic Yard of 4,000 psi ¾ aggregate transit-Mix Concrete contains Three-tenths (.3) Ton of Portland Cement)</p> <p>The Base Price for Portland Cement is:</p> <p style="text-align: center;">\$ 85.20 PER TON OF PORTLAND CEMENT <i>Base Price</i> <i>Per Mass Highway</i></p>	N/A	N/A	<p>The Base Price (BPPC) shown here shall be used to determine the monthly price differential (See Spec. Prov.)</p> <p>\$ <u>N/A</u></p>
<p>ITEM: 1 - FOR THE SUPPLY & DELIVERY OF 1 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK</p> <p>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *</p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER 1 C.Y. DELIVERY</p>	5	Delivery's	\$ _____
<p>ITEM: 2 - FOR THE SUPPLY & DELIVERY OF 2 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK</p> <p>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *</p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER 2 C.Y. DELIVERY</p>	5	Delivery's	\$ _____
<p>ITEM: 3 - FOR THE SUPPLY & DELIVERY OF 3 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK</p> <p>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *</p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER 3 C.Y. DELIVERY</p>	20	Delivery's	\$ _____



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ESTIMATED
QUANTITIES UNIT TOTAL COST

ITEM: 4 - FOR THE SUPPLY & DELIVERY OF 4 C.Y.
OF CEMENT CONCRETE WITH LAMP BLACK

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

(\$ _____) PER 4 C.Y.
DELIVERY

10

Delivery's

\$ _____

ITEM: 5 - FOR THE SUPPLY & DELIVERY OF 5 C.Y.
OF CEMENT CONCRETE WITH LAMP BLACK

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

(\$ _____) PER 5 C.Y.
DELIVERY

10

Delivery's

\$ _____

ITEM: 6 - FOR THE SUPPLY & DELIVERY OF 6 C.Y.
OF CEMENT CONCRETE WITH LAMP BLACK

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

THE SUM OF:

_____ DOLLARS

AND _____ CENTS

(\$ _____) PER 6 C.Y.
DELIVERY

10

Delivery's

\$ _____


ITEM: 7 - FOR THE SUPPLY & DELIVERY OF 7 C.Y.
OF CEMENT CONCRETE WITH LAMP BLACK

DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *

THE SUM OF:

_____ DOLLARS

AND _____ CENTS



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R	7 C.Y.	10	Delivery's	\$ _____
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ESTIMATED
QUANTITIES UNIT TOTAL COST

<p>ITEM: 8 - FOR THE SUPPLY & DELIVERY OF 8 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK</p> <p>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER 8 C.Y. DELIVERY</p>	<p>10</p>	<p>Delivery's</p>	<p>\$ _____</p>
<p>ITEM: 9 - FOR THE SUPPLY & DELIVERY OF 9 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK</p> <p>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER 9 C.Y. DELIVERY</p>	<p>10</p>	<p>Delivery's</p>	<p>\$ _____</p>
<p>ITEM: 10 - FOR THE SUPPLY & DELIVERY OF 10 C.Y. OF CEMENT CONCRETE WITH LAMP BLACK</p> <p>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER 10 C.Y. DELIVERY</p>	<p>150</p>	<p>Delivery's</p>	<p>\$ _____</p>
<p>ITEM: 11 - ADDED CHARGE PER C.Y. FOR 1" FIBER REINFORCEMENT</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER 'CUBIC YARD'</p>	<p>75</p>	<p>'C.Y.'</p>	<p>\$ _____</p>



	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM: 12 - ADDED CHARGE PER C.Y. FOR HEAT TREATMENT (COLD WEATHER PRE-TREATMENT) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER 'CUBIC YARD'	300	'C.Y.'	\$ _____
ITEM: 13 - ADDED CHARGE PER C.Y. FOR COLORING AGENT (SCOFIELD CHROMIX 'NAVAJO RED' @ 5 SACKS/C.Y.) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER 'CUBIC YARD'	20	'C.Y.'	\$ _____
ITEM: 14 - ADDED CHARGE FOR A <u>SATURDAY DELIVERY</u> THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SATURDAY DELIVERY	15	Delivery's	\$ _____
ITEM: 15 -CITY AGENT'S DISCRETIONARY FUND FOR MIX ADJUSTMENT(S) THE SUM OF: THREE THOUSAND _____ DOLLARS AND NO _____ CENTS (\$ 3,000.00) PER ALLOWANCE	1	ALL.	\$3,000

TOTAL COST: \$ _____
Total shall be placed in paragraph "C" of the Bid Form

END OF SECTION

Description

* **The Contractor may elect NOT to bid the cost of fuels separately, but to do so he must insert the term N/A (i.e. Not Applicable) in all (4) entry lines of Item 0.303FC on Item Sheet 1. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor the round-trip delivery & discharge fuel costs into each one of the separate bid price(s) of Items 1,2,3,4,5,6,7,8,9 & 10.**

(a) Under this item the Contractor shall be paid for all the fuel(s) consumed in the performance of this contract.

(b) The intent of this program is to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the cost of petroleum based fuel products. It is important to note that due to the numerous types of; fuel, equipment, vehicles, programs, and efficiency factors related to each of these operational elements and therefore unique to the Contractor's own enterprises, that any fuel adjustments made under this item are intended only to defray and offset extraordinary market trends in petroleum based fuel products.

(c) **IMPORTANT NOTE: An adjustment to the cost of fuels may result in an increase of payment if the fuel market has trended upward, or it may otherwise result in a decrease of payment if the fuel market has trended downward. The supplier is also advised that in certain cases the supply vehicle will be required to make multiple stops in the course of discharging one entire load of cement concrete for which there shall be no additional fuel cost payment.**

(d) The City of Newton reserves the right, before awarding the Contract, to request from the Contractor a tabulated accounting of the means and methods upon which the number of gallons bid per delivery and discharge was derived. The intent of this evaluation is to preserve the fairness of this program by preventing bidders from placing an imbalanced bid that may ultimately cause excessive financial impact to either party. These tabulations will include, but shall not be limited to, an accounting of all transport equipment and their associated manufacturers fuel consumption rates which the Contractor/supplier intends to use to complete the work under this contract. In the event the City of Newton, subsequent to performing an analysis, determines that the Contractor's bid, with regard to the consumption of fuel per round trip (with discharge), is excessive for the type transport equipment traditionally deployed for this type of work. **The City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.**

(e) The Contractor shall also incorporate into their bid the amounts of fuel required for any work performed by their subcontractors or by their vendors.

Method of Administration

(f) In accordance with Chapter 303 Acts of 2008, the City of Newton shall use the most current ~~new~~ pricing of Diesel and Gasoline fuel as they are indicated on the Mass Highway web site at the time of advertisement.

<http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about#para24>

The **average** of these two values (Diesel & Gasoline) shall serve as the value basis for determining the **Base Price** of Fuel (BPF) at the time of the advertisement. Subsequently, during the course of the contract, the **Period Price** of Fuel (PPF) shall be determined in the same manner, but at the end of each calendar month, and if the **averaged** Period Price (PPF) has either increased or decreased by more than five percentage points (5%) relative to the **averaged** Base Price of Fuel (BPF), then the cost of fuel(s) for the applicable calendar month shall be paid for at the adjusted rate, otherwise the cost of fuel(s) for the applicable calendar month shall be paid for at the initial Base Price of Fuels.

The Contractor is advised to verify these value standards and citations prior to placing their bid.

- (g) When a cost adjustment is applied it shall be inclusive of the five (5%) variation.
- (h) Payments for fuel shall be calculated at the end of **each calendar month** and they shall be based upon the acceptable deliveries of transit-Mix Concrete delivered and discharged within that particular calendar month. **(Program Note: In the event a continuous wet-pour operation spans several days but the delivery & discharge of loads is performed in two separate months, then two separate fuel payments shall be made).**
- (i) Immediately upon delivery of any transit-Mix Concrete product, the Contractor shall furnish the Engineer with a computer generated invoice that has been issued directly by the cement concrete batching plant. The invoice shall clearly show the **tare volume, type of cement concrete and the date of delivery** for each load of transit-mixed cement concrete which is ultimately delivered and discharged. The plant issued tare/volume slips are to bear the name of the vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery of the material. The City will have no obligation to pay for any errant slips which are forwarded after the wet-pour has ceased.**
- (j) **No upward fuel adjustment will be made for any delivery and discharge which takes place beyond the completion date of the contract** unless the Contractor's work has been delayed due to no fault of their own (i.e. Preparation work that must be performed by others before the Contractor can complete their own tasks in the contractually allotted time.) Any such delay must be brought to the attention of the DPW Agent-In-Charge in a timely manner at which time the Agent shall investigate, verify, and document the extenuating circumstances and inform the Contractor of their decision.

Method of Payment

- (k) Payment formula:

BPF = The Base Price of Fuel on the bid release date (Averaged cost of Diesel & Gasoline in \$/Gallon)
PPF = The Period Price of Fuel for the applicable calendar month (Averaged cost of Diesel & Gasoline in \$/Gallon)
G = Gallons of fuel bid by the Contractor to Deliver & Discharge One (1) Load of concrete (Gal./ Round Trip D)
D = The total number of Delivery & Discharges in the applicable calendar month (D)

If a change in (PPF) does not exceed +/- 5% relative to the (BPF) then: (BPF) x G x D = Fuel Payment (\$)

If a change in (BPF) does exceed +/- 5% relative to the (BPF) then: (PPF) x G x D = Fuel Payment (\$)

Basis of Payment

*** The Contractor may elect NOT to bid the cost of fuels separately, but to do so he must insert the term N/A (i.e. Not Applicable) in all (4) entry lines of Item 0.303FC on Item Sheet 1. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor their round-trip delivery & discharge fuel costs into each one of the separate bid price(s) of Items 1,2,3,4,5,6,7,8,9 & 10.**

- (l) The round trip cost of fuel(s) consumed for the delivery and discharge (D) of one load of cement concrete shall be paid for under **Item 0.303FC**. The cost of fuel used to complete the work under this contract shall be made in accordance with the applicable Period Price for Diesel & Gasoline fuels as posted for each calendar month in which the work was performed. The Contractor will be paid the contract unit price **per gallon(s) of fuel consumed for each load** of transit-Mix Concrete delivered and discharged within each applicable calendar month as specified herein.
- (m) The Contractor shall be responsible for disbursing fuel cost payments to their subcontractors and/or to their vendors.



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assumed to remedy and/or to replace any deficient material supplied by

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PORTLAND CEMENT

Description

- (a) Under this item a differential value shall be calculated and applied to the payment on a monthly basis. The differential value shall be based upon the amount of Portland Cement contained in the total tare volume of cement concrete delivered and discharged in each respective calendar month.
- (b) **Item 0. 303PC** is to provide a structured means, whereby the cost of the Portland Cement contained in 4,000 psi ¾ aggregate transit-mixed cement concrete is evaluated each calendar month, and under certain market conditions this value is adjusted either upward or downwards to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the price of this commodity.
- (c) **IMPORTANT NOTE:** An adjustment to the cost of the Portland Cement component may result in an increase of payment if the market has trended upward, or it may otherwise result in a decrease of payment if the market for Portland Cement has trended downward. Further, these adjustments do not compensate the Contractor for the entire cost of the 4,000 psi cement concrete products consumed in the execution of this contract but only for the monthly differential value(s) which may occur with regard to the Portland Cement component.

Method of Administration

- (d) In accordance with Chapter 303 Acts of 2008 the City of Newton shall use the most current ~~new~~ pricing for **Portland Cement** as indicated on the Mass Highway web site at the time of advertisement.

<http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about#para24>

The value at the time of advertisement shall serve as the Base Price of Portland Cement (BPPC). Subsequently, and during the course of the contract, the Period Price of the Portland Cement (PPPC) component shall be determined in the same manner and at the end of each respective calendar month, and if the Period Price (PPPC) has either increased or decreased by more than five percentage points (5%) relative to the Base Price (BPPC) index, then the differential cost of the Portland Cement component shall be paid for at the adjusted rate, otherwise no adjustment shall be made.

The Contractor is advised to verify these value standards and citations prior to placing their bid.

- (e) The differential value for the Portland Cement component shall be calculated at the end of each calendar month and it shall be based upon the number of acceptable cubic yards of transit-Mix Concrete delivered and discharged within that particular calendar month. This value shall be derived by applying a fixed factor to the tonnage of Portland Cement that is contained in a single cubic yard of 4,000 psi ¾ aggregate transit-mixed cement concrete. **(Program Note: In the event a continuous delivery & discharge operation spans several days but is performed in two separate months, then two separate Portland Cement calculations shall be made.)**

- (f) When a cost differential is applied it shall be inclusive of the five (5%) variation.

- (g) Immediately upon delivery of any transit-Mix Concrete product, the Contractor shall furnish the Engineer with a computer generated invoice that has been issued directly by the cement concrete batching plant. The invoice shall clearly show the tare volume, type of cement concrete and the date of delivery for each load of transit-mixed cement concrete which is ultimately delivered and discharged. The plant issued tare/volume slips are to bear the name of the vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery of the material. The City will have no obligation to pay for any errant slips which are forwarded after the wet-pour has ceased.**

(h) No **upward** Portland Cement component adjustment will be made for any delivery and discharge which takes place beyond the completion date of the contract unless the Contractor's work has been delayed due to no fault of their own (i.e. Preparation work that must be performed by others before the Contractor can complete their own tasks in the contractually allotted time.) Any such delay must be brought to the attention of the DPW Agent-In-Charge in a timely manner at which time the Agent shall investigate, verify, and document the extenuating circumstances and inform the Contractor of their decision.

Method of Payment

(i) Payment formula:

BPPC = The Base Price Portland Cement Cost Index on the bid release date (\$/Ton of Portland Cement (P.C.))

PPPC = The Period Price for One Ton of Portland Cement for the applicable calendar month in which it was delivered (\$/Ton of P.C.)

V = Total tare Volume 4,000 psi $\frac{3}{4}$ " agg. cement concrete for the applicable calendar month (Cubic Yards)

. 3 = Tons of Portland Cement in One (1) Cubic Yard of 4,000 psi $\frac{3}{4}$ " agg. transit-Mix Concrete (610 lbs. P.C/C.Y.)

If a change in (PPPC) does not exceed +/- 5% relative to the (BPPC) then: No differential adjustment.

If a change in (PPPC) exceeds +/- 5% relative to the (BPPC) then:

$$(PPPC - BPPC) \times V \times . 3 = \text{Differential Value for Current Pay Period (\$)}$$

Basis of Payment

(j) Under **Item 0.303PC** the differential value for **Portland Cement contained in One (1) cubic yard of 4,000 psi $\frac{3}{4}$ " aggregate transit-Mix Concrete** used to complete the work under this contract shall be made in accordance with the Period Price index values for Portland Cement posted for each calendar month in which the work was performed and relative to the Base Price as specified herein. Subsequently these values shall be factored in accordance with the above-noted formula (Par. i).

(k) **The differential value for Portland Cement shall be based upon a fixed value of Three-tenths (. 3)Tons Portland Cement contained in One (1) Cubic Yard of 4,000 psi $\frac{3}{4}$ " aggregate transit-mixed cement concrete, with said value differential being factored only on the number of Cubic Yards of Cement Concrete actually used, verified and/or accepted by the Engineer.**

(l) No adjustment shall be made for any material which is rejected or is deemed to be of an inferior quality. Nor shall any adjustment be made for Portland Cement contained in any cement concrete material which is used to remedy cement concrete material(s) supplied by the vendor, proven to be deficient and/or of inferior quality during or subsequent to discharge, and contained in any work performed under this contract.

(m) The Contractor shall be responsible for disbursing the Portland Cement cost adjustments to their subcontractors and/or to their vendors.



SECTION 1

Standard Orders: *

**Under Items 1,2,3,4,5,6,7,8,9& 10:
DO NOT include the cost of fuel(s) unless waived (See Item 0.303FC) ***

Item 1 - FOR THE SUPPLY & DELIVERY OF	1 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 2 - FOR THE SUPPLY & DELIVERY OF	2 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 3 - FOR THE SUPPLY & DELIVERY OF	3 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 4 - FOR THE SUPPLY & DELIVERY OF	4 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 5 - FOR THE SUPPLY & DELIVERY OF	5 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 6 - FOR THE SUPPLY & DELIVERY OF	6 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 7 - FOR THE SUPPLY & DELIVERY OF	7 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 8 - FOR THE SUPPLY & DELIVERY OF	8 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 9 - FOR THE SUPPLY & DELIVERY OF	9 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK
Item 10 - FOR THE SUPPLY & DELIVERY OF	10 C.Y. OF CEMENT CONCRETE WITH LAMPBLACK

Special Orders:

- Item 11 - ADDED CHARGE PER C.Y. FOR FIBER REINFORCEMENT
Item 12 - ADDED CHARGE PER C.Y. FOR HEAT TREATMENT
Item 13 - ADDED CHARGE PER C.Y. FOR COLORING AGENT
Item 14 - ADDED CHARGE FOR A SATURDAY DELIVERY

Description

* The Contractor may elect NOT to bid the cost of fuels separately, but to do so he must insert the term N/A (i.e. Not Applicable) in all (4) entry lines of Item 0.303FC on Item Sheet 1. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor their round-trip delivery & discharge fuel costs into each one of the separate bid price(s) of Items 1,2,3,4,5,6,7,8,9 & 10.

- (a) Under these items the Contractor shall be responsible for supplying, delivering and discharging, in a timely fashion, various types of cement concrete, of various volumes, to the City of Newton Department of Public Works project sites which will be located at multiple locations throughout the City of Newton. **The supplier is further advised that in certain cases, due to the nature of the work, the supply vehicle will be required to relocate, and/or to make multiple stops, in the course of discharging an entire load of cement concrete.**
- (b) Due to the nature of this work the Contractor is advised that **fifteen (15) minutes per cubic yard shall be considered the standard typical discharge time.** In the event the Contractor feels this standard has been unreasonably exceeded then the waiting and/or discharge time period must be verified by both the DPW working foreman and the Contractor's driver at the time of each occurrence, and so noted on the delivery slip by both parties, and subsequently, should the vendor find it necessary to file a claim for additional compensation then the delivery slip shall act as the documentation medium. However under no circumstances shall the City pay more than reasonable industry

SPECIAL PROVISIONS

PAGE

6

Description (Continued)

(c) The City will issue payments on a monthly basis, however **the Contractor is to Fax all outstanding costs to the City of Newton Department of Public Works on a weekly basis** so that, subject to fuel and Portland Cement adjustments, so that the initial encumbrance of funds for this program is not exceeded.

Materials

(d) All base cement shall be of a **light grey color**.

(e) All concrete shall be transit mix and shall conform to the current specifications of A.S.T.M. C-94.

(f) Cement concrete shall be air entrained conforming to the classification of concrete mixes of Division III Subsection M4.02.00 and the current specifications of Section M4 of the Massachusetts Standard Specifications for Highways and Bridges of 1988 Cement concrete shall have a 28 day compressive strength of **4,000 PSI using 3/4 inch aggregate, and with an entrained air content of $7.0 \pm 1.0\%$** .

(g) **Lamp black**: Under **Item 1 thru Item 10** ordinary or emulsified Carbon Black (lampblack) shall be added at the rate of **2 pounds per cubic yard**.

(h) **Fiber Reinforcement**: Under **Item 11 One inch (1") ProMesh® Reinforcement Fibers** (or an approved equal) shall be added to the cement concrete **at a rate of one and a half (1.5) pounds per cubic yard of cement concrete** or otherwise in accordance with the manufacturers prevailing recommendations and instructions. A copy of the manufacturers recommendations and instructions shall be forwarded to the City of Newton upon request and at no extra charge

(i) **Heat Treatment**: Under **Item 12** the base elements for cold weather concrete shall be prepared by utilizing heated water and/or heated aggregate (prior to cement being added) via an approved industry method so that the combined temperature of the aggregate and water mixture is not less than seventy degrees Fahrenheit (70° F) nor more than one hundred forty degrees Fahrenheit (140° F). Subsequently the temperature of the concrete shall not be less than sixty degrees Fahrenheit (60° F) nor more than ninety degrees Fahrenheit (90° F) at the time of delivery and placement. The heating shall be done in a manner to preclude the occurrence of overheated areas which might result in damage to the materials. Any materials, and/or discharged cement concrete, containing frost, lumps and/or hardened material shall be rejected and disposed of at the expense of the Vendor. Cold weather concrete shall be delivered **only upon request of the City Agent and then generally only for the period of October 15 through to April 15**. Cold weather concrete shall conform to the current specifications of Section M4 of the Massachusetts Standard Specifications for Highways and Bridges of 1988.

(j) **Coloring Agent**: Under **Item 13 'Navajo Red' Scofield Chromix Normal Set Coloring Agent** (or an approved equal) shall be added to a **light gray cement concrete at a rate of five (5) sacks per cubic yard of cement concrete** or otherwise in accordance with the manufactures prevailing recommendations and instructions. A copy of the color samples, and the manufacturers recommendations and instructions shall be forwarded to the City of Newton upon request and at no extra charge. Further, once selected, the amount of coloring agent shall be strictly controlled and shall be clearly noted by the plant manager on every delivery slip, so that all subsequent loads are guaranteed to be of a uniform color. To that end all base cement materials are to be supplied with equal consistency such that, **after the end**



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ete shall have attained a reasonably uniform appearance in the field,
remedial work necessitated due to unreasonable color variations
, due to the nature of this work the City may desire to alter the
event any difference in price shall be paid for under Item 15 @
FOR MIX ADJUSTMENT(S)

(k) Upon delivery of each load, the City Agent shall be furnished with a plant issued invoice which clearly states the design mix, the quantities of any admixture(s), the tare volume, and the date of batching. Any concrete mix, which when tested on the job site is found to contain quantities of entrained air less than six (6), or more than eight (8) per cent, and/or which yields a slump of less than three (3) inches, or greater than five (5) inches, shall be rejected and the decision of the City Agent shall be final. However the City Agent reserves the right to change the above mix in order to meet the required strength test.

(l) Immediately upon delivery of any transit-Mix Concrete product, the Contractor shall furnish the Engineer with a computer generated invoice that has been issued directly by the cement concrete batching plant. The invoice shall clearly show the **tare volume, type of cement concrete and the date of delivery** for each load of transit-mixed cement concrete which is ultimately delivered and discharged. The plant issued tare/volume slips are to bear the name of the vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery of the material.** The City will have no obligation to pay for any errant slips which are forwarded after the wet-pour has ceased.

Basis of Payment:

* The Contractor may elect **NOT** to bid the cost of fuels separately, but to do so he must insert the term **N/A** (i.e. Not Applicable) in **all (4) entry lines of Item 0.303FC on Item Sheet 1.** This is a **mandatory requirement** to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor their round-trip delivery & discharge fuel costs into each one of the separate bid price(s) of Items 1,2,3,4,5,6,7,8,9 & 10.

(m) Under **Items 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10** the Contractor shall be paid the contract unit price per cubic yard for the cement concrete with lampblack supplied, delivered and subsequently discharged at the construction site. **These various sized loads are to be filled, transported, and subsequently invoiced, just as they were ordered by the City Agent. The combining 'short loads' to fill an order of a larger volume will not be allowed.** The unit price shall include full compensation for all labor, materials, tools, fuel *, transportation *, equipment and all incidentals necessary to provide the cement concrete under these items and as specified herein.

(n) Under **Item 11** the Contractor shall be paid an additional fee at the contract unit price per cubic yard for supplying and adding fiber reinforcement to the cement concrete **but only when specifically ordered to do so by the City Agent.** Under this item (Item 11) the additional charge shall be computed based on the actual number of cubic yards contained in the base load as described under Items 1 thru 10, but with said additional fees being shown as a separate entity on the invoice for clarification purposes. The unit price shall include full compensation for all labor, materials, tools, fuel, transportation, equipment and all incidentals necessary to provide the cement concrete additive as specified herein.

(o) Under **Item 12** the Contractor shall be paid an additional fee at the contract unit price per cubic yard for providing heat treatment(s) to the cement concrete **but only when specifically ordered to do so by the City Agent.** Under this item (Item 12) the additional charge shall be computed based on the actual number of cubic yards contained in the base load as described under Items 1 thru 10, but with said additional fees being shown as a separate entity on the invoice for clarification purposes. The unit price shall include full compensation for all labor, materials, tools, fuel, transportation, equipment and all incidentals necessary to provide the cement concrete pre-treatment process as specified herein.

(p) Under **Item 13** the Contractor shall be paid an additional fee at the contract unit price per cubic yard for supplying and adding coloring agent to the cement concrete **but only when specifically ordered to do so by the City Agent.** Under this item (Item 13) the additional charge shall be computed based on the actual number of cubic yards contained in the base load as described under Items 1 thru 10, but with said additional fees being shown as a



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purposes. Further, even though the cement concrete WILL NOT still the supply, delivery and discharge bid prices of

PAGE 8

Basis of Payment (Continued)

Items 1 thru 10 shall be used here to fix the base price of the order BEFORE the additional ‘colorizing’ fee is added. The unit price shall include full compensation for all labor, materials, tools, fuel *, transportation *, equipment and all incidentals necessary to provide the colored cement concrete under these items and as specified herein. **Further, due to the nature of this work the City may desire to alter the proportions and/or the coloring agent. In that event any difference in price shall be paid for under Item 15 @ CITY AGENT’S DISCRETIONARY FUND FOR MIX ADJUSTMENT(S).**

(q) Under **Item 14** the Contractor shall be paid an additional flat-rate fee at the contract unit price **per each delivery** made **on a Saturday**. This is a flat-rate unit price which shall be for full compensation of all additional charges incurred by the Contractor for providing the personnel and equipment, as well as for all administrative costs that are associated with Saturday deliveries.

(r) Deliveries shall arrive on-site Monday through Friday, 7:00 a.m. – 3:30 p.m.

(s) The delivery/discharge component of furnished cement concrete shall **NOT** include the cost of fuel, which is to be paid separately under Item 0. 303PF **UNLESS** the Contractor has formally waived this option, and in doing so has otherwise opted to include all transportation fuel costs in the separate bid price of Items 1,2,3,4,5,6,7,8,9 & 10 and has verified their choice by inserting the term N/A (*i.e. Not Applicable*) in all item sheet entry lines of Item 0. 303PF (This is a mandatory requirement to verify their inclusion of fuel costs under Items 1,2,3,4,5,6,7,8,9, & 10).

RY FUND FOR MIX ADJUSTMENT(S)

Description

(a) In the event additional fees are associated with any adjustments made to the cement concrete mix at the batching plant, such as admixtures, and/or coloring agent(s), then such additional fees shall be paid for under this item (**Item 15**). **However no additional fees shall be paid for adjustments that HAVE NOT been specifically ordered and/or pre-approved by the City Agent.** This section is only to afford the City Agent the means by which the cement concrete mix and/or admixtures can be easily modified at the plant as field conditions may necessitate.

(b) The total sum to be allowed for all work under this item shall be **three thousand dollars (\$3,000.00)**.

(c) All work under this item shall be paid for upon an agreed upon lump sum per adjustment prior to order.

Basis of Payment

(d) Payment for work completed under **Item 15** shall be as specified above, in full or in part, as approved by the City Agent in advance for the goods and/or services rendered.

END OF SECTION